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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re

Chapter 11

SEARS HOLDINGS CORPORATION, *et al.*,

Case No. 18-23538 (RDD)

Debtors.

(Jointly Administered)

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**LIMITED OBJECTION OF COMPUCOM SYSTEMS, INC. TO CURE AMOUNTS
AND POTENTIAL ASSUMPTION OF EXECUTORY CONTRACTS**

CompuCom Systems, Inc. ("CompuCom"), by and through undersigned counsel, files this Limited Objection to Cure Amounts and Potential Assumption of Executory Contracts relating to the executory contracts described below (the "Limited Objection"), and states as follows:

1. CompuCom and the above-referenced debtors (collectively, the "Debtors") are parties to that certain Master Services Agreement (the "MSA"), dated June 4, 2008, under which CompuCom provides technology solutions services to the Debtors. The Debtors refer to the MSA as No. 1779 in the Notice (defined below).

2. CompuCom and the Debtors are also parties to a Hardware Maintenance (Smartnet) Agreement (the "Smartnet Contract"), under which CompuCom provides hardware maintenance services to the Debtors. The Debtors refer to the Smartnet Contract as No. 1780 in the Notice (defined below).

3. On January 18, 2019, the Debtors filed a *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with* {1031/000/00431346}

Global Sale Transaction (the “Notice”) [ECF No. 1731], which includes the MSA and Smartnet Contract as executory contracts that the Debtors may potentially assume and assign.

4. The Notice indicates that the Debtors proposed cure amount for the assumption of the MSA is \$531,142.00. The Notice provides no cure amount for the Smartnet Contract.

OBJECTION TO CURE AMOUNTS

5. CompuCom objects to the cure amounts proposed by the Debtors. While the Debtors propose a cure amount of \$531,142.00 for the MSA and no amount for the Smartnet Contract, the correct current total amount owed under both the MSA and the Smartnet Contract is \$775,110.03.

6. With respect to the MSA, as of the date of the Limited Objection, the Debtors must pay CompuCom a total of \$416,302.41 to cure amounts owed under the MSA. Unless \$416,302.41 is paid, the Debtors’ request to assume the MSA should be denied. A summary of the unpaid invoices and credits is attached hereto as **EXHIBIT A**.

7. With respect to the Smartnet Contract, as of the date of the Limited Objection, the Debtors must pay CompuCom a total of \$358,807.62 to cure amounts owed under the Smartnet Contract. Unless \$358,807.62 is paid, the Debtors’ request to assume the Smartnet Contract should be denied. A summary of unpaid invoices is as follows:

Transaction #	Invoice Date	Total Balance	PO #
64305017	08/03/18	355,631.08	PO862149
64370589	09/18/18	3,176.54	PO858152
	Total	358,807.62	

8. Further, any amounts that have not yet become due under the MSA and/or the Smartnet Contract, but that may become due prior to any proposed assumption of the MSA and/or the Smartnet Contract that are not paid, must be included in the cure amounts provided to CompuCom in order for the Debtors’ to assume the MSA and/or the Smartnet Contract.

9. The Limited Objection is without prejudice to, and any assumption must be subject to, CompuCom's rights pursuant to the MSA, the Smartnet Contract, applicable law, and any obligations due to CompuCom arising therefrom.

10. CompuCom reserves the right to amend or supplement the Limited Objection in the event the Debtors fail to pay additional amounts due under the MSA and/or the Smartnet Contract up to and including the date the MSA and/or the Smartnet Contract is assumed.

11. In the event the proposed assignee of the MSA and/or the Smartnet Contract changes, or for any other reason, CompuCom reserves its right to object to the proposed assignment based on any applicable grounds.

WHEREFORE, CompuCom respectfully requests that the Court: i) sustain the Limited Objection, ii) require payment of the cure amounts set forth herein by CompuCom as a condition to assumption of the MSA and Smartnet Contract, and iv) grant CompuCom such other and further relief as is just and proper.

Dated: January 25, 2019

Respectfully submitted,

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By: /s/ Bradley S. Shraiberg
Bradley S. Shraiberg, Esq.
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Pro Hac Vice Admission Pending

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by First Class U.S. Mail and/or Email to the parties listed on the below service list on this the 25th day of January, 2019.

/s/ Bradley S. Shraiberg
Bradley S. Shraiberg, Esq.

SERVICE LIST

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EXHIBIT A

Transaction #	Invoice Date	Balance	PO #
2143638	11/22/18	2,865.00	PO PO919322
64473724	11/29/18	29,000.26	PO888022
20357850	12/03/18	34,540.02	862149
64480376	12/04/18	122.19	PO923382
64491753	12/13/18	160.20	PO925938
64491755	12/13/18	160.20	PO925936
64491758	12/13/18	160.20	PO925937
64493583	12/14/18	7.42	PO925938
64493584	12/14/18	7.42	PO925936
64494235	12/14/18	9.83	PO925938
64494236	12/14/18	9.83	PO925936
64494237	12/14/18	9.83	PO925937
64495075	12/17/18	7.42	PO925937
64496559	12/18/18	110.10	PO925936
64496588	12/18/18	110.10	PO925937
64496589	12/18/18	669.28	PO925936
64496600	12/18/18	874.34	PO925937
64496642	12/18/18	874.34	PO925938
64496661	12/18/18	110.10	PO925938
64499600	12/20/18	1,227.18	PO898769
64499903	12/20/18	131.28	PO925938
64499924	12/20/18	131.28	PO925936
64499934	12/20/18	131.28	PO925937
64501575	12/21/18	295.29	PO925937
64501599	12/21/18	24.61	PO925937
64501600	12/21/18	254.28	PO925936
64501602	12/21/18	434.73	PO925938
64501621	12/21/18	24.61	PO925937
64504067	12/26/18	139.44	PO925936
64504236	12/26/18	172.25	PO925937
64504443	12/26/18	320.28	PO925938
64504444	12/26/18	320.28	PO925936
64504445	12/26/18	320.28	PO925937
64507111	12/28/18	790.18	PO925936
64507112	12/28/18	790.18	PO925937
64507113	12/28/18	790.18	PO925938
64508416	12/31/18	159.14	PO925936
64508425	12/31/18	167.35	PO925937
20361406	01/02/19	34,540.02	862149
64511989	01/04/19	241.17	PO925938
64519567	01/10/19	427.17	PO925936
64519568	01/10/19	427.17	PO925937
64519580	01/10/19	374.55	PO925938
64519655	01/10/19	52.62	PO925938
64523129	01/14/19	16,911.37	PO888022
64523497	01/14/19	65.62	PO925936

64523507	01/14/19	16,911.37	PO888022
64528284	01/17/19	1,227.18	PO898769
64528663	01/17/19	152,202.33	PO888022
64528986	01/17/19	16.41	PO925937
64302633	08/02/18	261.38	PO864341
64302896	08/02/18	367.25	PO857979
64309217	08/07/18	130.69	PO868139
64312091	08/08/18	130.69	PO869650
64312092	08/08/18	130.69	PO869653
64358422	09/10/18	1,509.45	PO881250
64374475	09/20/18	9,862.13	PO858152
64397709	10/04/18	2,454.35	PO898753
64400223	10/05/18	1,039.38	PO899155
64402631	10/08/18	1,567.11	PO898753
64402632	10/08/18	1,567.11	PO898769
64402633	10/08/18	1,567.11	PO898801
20353558	10/31/18	14,561.10	862149
20348974	09/25/18	4,573.56	862149
20348975	09/25/18	4,426.03	862149
20348976	09/25/18	29,651.29	PO# 862149
20349008	09/25/18	33,648.91	PO# 862149
20349015	09/25/18	4,573.56	862149
20349080	09/25/18	32,897.12	PO# 862149
2140396	09/28/18	8,880.00	PO889046
62287189	05/27/14	(2,289.14)	PO84912
62289036	05/28/14	(7,939.93)	PO84912
62567904	12/10/14	(266.60)	PO111269
63071402	12/17/15	(6,065.21)	PO198468
63071415	12/17/15	(1,559.26)	PO205497
63369535	08/17/16	(17,851.96)	PO363353
63583505	01/31/17	(1,353.56)	PO542568
	Total	416,302.41	